

<p>1. DEFINITIONS</p> <p>1.1 In these conditions unless the context otherwise requires - "the Contractor" means the person firm or company whose name appears on an Order placed by the College or on a Tender received by the College, "the Goods" means the articles or things referred to in the Order or Tender, "the Services" means the services referred to in the Order or Tender, "the Works" means the works referred to in the Order or Tender, "the Contract" means the contract arising from the acceptance by the Contractor of an Order, or the acceptance by the College of a Tender in whole or in part, "Order" means the document which is marked "Official Order" describing the goods, services or works as the case may be and which is placed on behalf of the College, "Tender" means the document wherein the Contractor offers to supply or execute the goods, services or works as the case may be and which is sent in response to an invitation by the College.</p> <p>1.2 In the Contract unless the context otherwise requires or admits the masculine gender includes the feminine and vice versa and the singular includes the plural and vice versa.</p> <p>1.3 If Special Conditions are incorporated in the Contract and are inconsistent with the General Conditions the Special Conditions shall prevail.</p> <p>2. VARIATIONS - Neither the College nor the Contractor shall be bound by any variation or waiver of or addition to these Conditions unless that variation or addition shall have been agreed and evidenced in a document(s) signed by or on behalf of both parties.</p> <p>3. QUALITY AND DESCRIPTION OF GOODS SERVICES OR WORKS - According to the nature of the Contract;</p> <p>3.1 The Goods shall i) conform as to quality kind and description with the particulars stated in the Contract and with any specification of the British Standards Institution which is relevant to the Goods and is current at the date of the Contract: goods used in compliance with a British Standard for which there is an associated Kite Mark or Safety Mark Scheme shall bear the certification mark of the Scheme, ii) be of the quantity or in the numbers specified in the Contract, iii) be of sound materials and workmanship, iv) conform in every respect to any sample provided or given by either party, v) be capable of any standard of performance specified in the Contract, vi) where the purpose for which they are required is indicated in the Order either expressly or by implication be fit for that purpose.</p> <p>3.2 The Contractor shall i) provide the Services with all proper skill and care, ii) use materials as necessary which are a) reasonably fit for the purpose for which they will be used and b) of good quality.</p> <p>3.3 The Contractor shall: i) carry out the Works diligently and in a proper workmanlike manner to the satisfaction of the College; ii) unless other instructions have been issued by the College commence work promptly and complete the Works within the time specified or if none is specified then within a reasonable time and should a delay occur the College must be notified in writing as soon as possible and the College's consent sought to a reasonable extension of the period for the completion of Works; iii) provide all labour, plant, tools, transport and equipment necessary for the safe execution of the Works, such plant, tools and equipment to be stored at the sole risk of the Contractor and so as to cause minimum inconvenience to the College; iv) throughout the progress of the Works, have full regard for the safety of all persons on the site and shall keep the site in an orderly state and shall provide and maintain at his own cost all lights, guards, fencing and warning signs for the protection of the Works and the safety and convenience of the public and others; v) at the completion of the Works, remove all materials from the site (unless otherwise instructed) and permanently reinstate any damaged surfaces and leave the site in a clean condition ready for occupation.</p> <p>4. DELIVERY OF THE GOODS</p> <p>4.1 The Goods properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport shall unless otherwise agreed be delivered by the Contractor to the College or be dispatched by the Contractor for delivery to the College at the establishment or at the place or places specified in the Contract and at the time(s) mentioned therein.</p> <p>4.2 Delivery shall be free of charge to the College and at the Contractor's risk. Delivery to a carrier shall not be deemed to be delivery of the Goods to the College.</p> <p>4.3 Every delivery of the Goods shall be accompanied or preceded by a delivery or advice note addressed to the appropriate officer of the College at the establishment named in the Contract and that note shall state in full the name, quality, sort, rate, price, quantity and number of the Goods delivered therewith or to be delivered thereafter. 4.4 The Contractor his servants and agents shall comply with all reasonable requirements of the College at the place of loading and in particular shall ensure that his vehicles are not reversed or manoeuvred at any establishment where students are or are likely to be present without assistance from a responsible adult.</p> <p>5. PASSING OF PROPERTY IN THE GOODS - The property in the Goods shall pass to the College immediately on delivery but shall pass back to the Contractor if and as soon as the right of rejection under these conditions is exercised.</p> <p>6. DEFAULT BY CONTRACTOR IN THE SUPPLY OF GOODS OR SERVICES - If the Goods or Services or any of the Goods or Services to be supplied under the Contract shall a) not be duly delivered by the Contractor to the College at the time (if any) stated in the Contract subject to any extension or extensions of time granted by the College or resulting from the operation of Condition 6 hereof, or b) in the opinion of the Officer of the College for the use of whose department they are required (whose decision shall be conclusive as against the Contractor) not reasonably be of the quality and sort contracted for. or c) be deficient in the quantity or number required by the Contract, or d) be delivered without a delivery or advice note containing correct and sufficient particulars of the name quality sort rate price quantity and number of such goods then the College may, without prejudice to any other remedy, by written notice served on the Contractor reject those Goods or Services and if the Goods be not. removed by the Contractor within twenty four hours after service of the notice, may return them to the Contractor at the expense of the Contractor and in every such case it shall be lawful for the College to purchase at such prices and on such terms and conditions as the College thinks fit the same or similar goods or services and in that event the Contractor shall pay to the College or it shall be lawful for the College to deduct from any sum that is due or may become due to the Contractor under the Contract or otherwise all costs charges and expenses of such additional supply or arising from such failure to perform the Contract over and above the rate or price at which such goods or services are under the Contract to be supplied and delivered.</p> <p>7. DEFAULT BY CONTRACTOR IN EXECUTION OF WORKS</p> <p>7.1 The College through its appropriate officer shall have the power to order the removal and proper re-execution of any work which in respect of materials or workmanship is not, in the officer's reasonable opinion (which shall be conclusive), in accordance with the requirements of the Contract and the Contractor shall comply with the College's written instructions within the time stated therein and all the costs of meeting the instructions shall be met by the contractor.</p> <p>7.2 The Contractor shall make good any defect which occurs within one month of completion as may be required by the College.</p> <p>7.3 If the Contractor without reasonable cause fails to proceed diligently with the Works, or wholly suspends the carrying out of the Works before completion, or if default is made by the Contractor in complying with this condition, the College may (in addition to any other remedy), enter upon the site of the works and expel the Contractor therefrom and may itself or through another Contractor complete the Works or make good the default, in which event the Contractor shall pay to the College or it shall be lawful for the College to deduct from any sum that is due or may become due to the Contractor under the Contract or otherwise all costs, charges and expenses of such work over and above the rate or price at which such work was to have been carried out under the Contract.</p> <p>8. POSTPONEMENT OR CANCELLATION OF DELIVERY OF GOODS OR SERVICES - If for any unavoidable cause including a) any strike or lock-out of employees or any working to rule by employees,</p>	<p>b) civil commotion, c) cessation or material interruption of traffic by air, road, rail or sea, d) force majeure, or e) exceptionally adverse weather either party to the Contract shall be unable to continue to supply or to accept delivery as the case may be of all the Goods or Services which at the commencement of such disability be bound to deliver or accept as the case may be any Goods or Services and within one month after the termination of that period the College shall determine and shall serve notice on the Contractor whether it requires the quantity or the Services not delivered to be cancelled or to be delivered. If it does so require the Contract shall be performed in the same manner as if the time fixed for each delivery had been postponed by a period equal to the duration of the said period of disability.</p> <p>9. INSPECTION OF GOODS AND PREMISES - The Contractor shall without hindrance permit any authorised officer or agent of the College to enter at any reasonable time without prior notice upon any land or premises or vehicles which are used for the preparation, distribution or storage of any of the Goods to be supplied under the Contract for the following purposes:</p> <p>9.1 to inspect all or any part of the said land premises or vehicles to ascertain whether they are suitable for the preparation, distribution or storage of the said Goods</p> <p>9.2 to check the quantity and /or quality of the Goods their description and their country of origin for this purpose to take such samples as are deemed necessary and the Contractor shall afford all reasonable assistance to the officer or agent in carrying out such inspections (and this shall include the provision of samples where requested).</p> <p>10. CANCELLATION ON ACCOUNT OF CORRUPTION - The College shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or the execution of the Contract or any other contract with the College or for showing of forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the College or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the College the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.</p> <p>11. PAYMENT</p> <p>11.1 The Contractor shall render his account by an invoice quoting the Order or Tender number or otherwise making reference to the Contract within seven days of the delivery of the Goods of final performance of the Services or final completion of the Works together with where applicable a copy of the delivery note</p> <p>11.2 Payment will normally be made before the expiration of the month following, the month in which the invoice is received by the College. Payment may be made by the College by means of BACS credit.</p> <p>12. COMPLIANCE WITH LAW - The Contractor declares that the design, construction and quality of the Goods or Works or of any goods or materials used in the execution of the Works complies in all respects with all relevant requirements of any statute statutory rule or order or other instrument having the force of law or British Standards specification which may be in force at the time when the same are supplied.</p> <p>13. INDEMNITY (PATENTS ETC.)</p> <p>13.1 The Contractor shall fully indemnify the College against any action claim demand costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent registered design trade mark or trade name protected in the United Kingdom by the use or sale of the Goods or any of the Goods and against all costs and damages which the College may incur in any action for such infringement or for which the College may become liable in any such action PROVIDED ALWAYS that this indemnity shall not apply to any infringement which is due to the use of the Goods in question in a manner or for a purpose not reasonably to be inferred by the Contractor or disclosed to the Contractor prior to the making of the Contract.</p> <p>13.2 In the event of any claim being made or action brought against the College arising out of the matters referred to in this condition the Contractor shall be promptly notified thereof and may at his own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. The College shall not unless and until the Contractor shall have failed to take over the conduct of the negotiations or litigation make any admission which might be prejudicial thereto. The conduct by the Contractor of such negotiations or litigation shall be conditional upon the Contractor having first given to the College such reasonable security as shall from time to time be required by the College to cover the amount ascertained or agreed or estimated as the case may be of any compensation damages expenses and costs for which the College may become liable. The College shall at the request of the Contractor afford all available assistance for any such purposes and shall be repaid any expenses incurred in so doing.</p> <p>14. ASSIGNMENT AND SUB-LETTING - The Contractor shall not transfer or assign directly or indirectly to any person whatever any portion of this contract without the prior written permission of the College. Sub-letting other than that which may be customary in the trade concerned shall not take place without the prior written permission of the College.</p> <p>15. NOTICE TO CONTRACTOR - Any notice or other document to be served on the Contractor shall be deemed to have been duly served if delivered to the last known address of the Contractor or sent there by the Recorded Delivery service, when it shall be deemed to have been delivered forty eight hours after posting.</p> <p>16. NOTICE TO THE COLLEGE - Any notice or other document to be served on the College shall be deemed to be duly served if delivered to the address of the College or sent there by the Recorded Delivery service, when it shall be deemed to have been delivered forty-eight hours after posting but in either case shall only be effective if it identifies the Contract to which it relates.</p> <p>17. INDEMNITY (INJURY OR DAMAGE) - The contractor shall indemnify and keep indemnified the College against all losses and claims for death, injuries or damage to any person or property whatsoever (including where the Contract is for the supply of the goods themselves) which may arise out of or in consequence of the performance of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto provided always that:</p> <p>17.1 The Contractor's liability to indemnify the College as aforesaid shall be reduced proportionately to the extent that the act or neglect of the College, its servants or agents may have contributed to the said death, loss, injury or damage, and 17.2 nothing herein shall render the Contractor liable for or in respect of or to indemnify the College against any compensation or damages with respect to damage which is the unavoidable result of the way in which the Contract is required to be performed.</p> <p>18. INSURANCE - The Contractor shall before the commencement of the Works or the delivery of any of the Goods or Services insure himself and keep himself insured in a sum of £2 million during the continuance of the Contract against the liabilities defined in Condition 17 and shall if required produce to the College the policy or policies of Insurance required to be effected hereunder together with the receipt for the payment of the last premium in respect of each policy.</p> <p>19. EFFECT OF BANKRUPTCY etc. In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or having a winding up order made or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding up passed or having a provisional liquidator, receiver or manager of his business or undertaking duly appointed or having possession taken by or on behalf of the holder of any debentures secured by a floating charge of any property comprised in or subject to the floating charge or if in Scotland he shall become Insolvent or notour bankrupt or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate or a trust deed shall be granted by him on behalf of his creditors the College shall be at liberty to terminate the Contract forthwith by notified written to the Contractor or to the receiver or liquidator or to any person in whom the Contract may become vested and to act in the manner provided in Conditions 6 or 7.3 (as the case may be).</p> <p>20. LAW - The Contract shall be construed in accordance with the laws of England.</p>
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